DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
	whether it will own the splitter, or will require SWBT/GTE to own and obtain the splitter. If SWBT/GTE owns the splitter, CLEC may obtain the splitter functionality, at its option, on an individual "port-at-a-time" basis, or "shelf at a time" basis. CLEC shall have access to the splitter in the common area. If CLEC owns the splitter, CLEC shall have the right to perform repair and maintenance work (as detailed further below in Section VIII of this Attachment) on the splitter.		event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install CLEC's line sharing order after such time as the additional splitter equipment is installed in the SBC central office. For requests for SBC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLEC's collocation application. Installation intervals will be consistent with the collocation intervals for the applicable state. 5.1.2.1.2 Forecast Penalties: Forecasts will be non-binding on both ILECs and CLECs. As such, SBC-12STATE will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts.	using its splitters based on the majority of CLECs' desires. SWBT's systems and processes do not allow it to offer both line at a time and shelf at a time. SWBT also agreed to allow CLECs to provide their own splitters. Therefore if SWBT's line at a time option does not meet a CLEC's needs, they may opt to install their own splitters. CLEC recommended language ignores the recent D.C. Circuit Court of Appeals ruling upholding ILEC's ability to determine where it places its equipment.

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			5.1.2.2 Splitter provisioning will use standard SBC configuration cabling and wiring in SBC-12 STATE locations. Connecting Block layouts will reflect standard recognizable arrangements and be wired out in contiguous 100 pair complements, and numbered 1-96. All arrangements must be consistent with SBC-12 STATE's Operational Support Systems ("OSS"). 5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements. 5.1.2.4 All SBC-owned splitter equipment will be compliant with applicable	

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			national standards and NEBS Level 1. 5.1.2.5 When an end-user disconnects SBC's POTS service, SBC will advise the end user to also notify their data CLEC. SBC will also notify CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection. 5.1.2.6 SBC retains the sole right to select SBC-owned splitter equipment and	

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			installation vendors. **Schlackman at 8-9, 20-21; Meyer at 6.**	
	(iii) Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by SWBT/GTE (depicted in Figure 3). CLEC may choose to have SWBT/GTE own and obtain the splitter (either from a third party vendor or from CLEC) and locate the splitter in an area in the serving wire center to which CLEC does not have access (e.g., on or adjacent to the Main Distribution Frame). In this scenario, CLEC may obtain the splitter functionality, at its option, on an individual "port-at-a-time" basis, or "shelf at a time" basis. SWBT/GTE shall perform all maintenance and repair work (as detailed further below in Section VIII of this Attachment). CLEC shall receive its High Frequency traffic via a tie cable obtained from SWBT/GTE, running from the Main Distribution Frame to the splitter and then from the splitter to CLEC's collocation arrangement.		***(SWBT)*** 5.1.2.1 SBC will agree to lease such splitters a line at a time subject to the following terms and conditions: 5.1.2.1.1 Forecasts: CLEC will provide SBC with a forecast of its demand for each central office prior to submitting its first LSR for that individual office and then every January and July thereafter (or as otherwise agreed to by both parties). CLEC's failure to submit a forecast for a given office may affect provisioning intervals. In the event CLEC fails to submit a forecast in a central office which does not have available splitter ports, SBC shall have an additional ten (10) business days to install	***(SWBT)*** As stated earlier, SWBT reserves the right to determine where to place its equipment in its central office space. SWBT has agreed to place its splitters in a secured common area accessible by CLECs for testing purposes. Additionally, as stated above, when the CLEC owns the splitter and wishes to line share with SWBT, it will be responsible for providing collocation cabling from its splitter to the IDF to deliver voice traffic to SWBT. Also, as indicated earlier, SWBT adopted the line at a time method for using its splitters based on the majority of CLECs' desires. SWBT's systems and processes do not allow it to offer both line

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
	SWBT/GTE shall be responsible for providing the tie cable required to interconnect with CLEC at the splitter in order to receive the voice traffic. **Donovan at Q/A 20, 27, 31;;** **Zulevic at 5 – 18;** **Moya at 3, 13.** **Bonney at 4.**		CLEC's line sharing order after such time as the additional splitter equipment is installed in the SBC central office. For requests for SBC provided splitters in offices not provisioned in the initial deployment, all such requests, including forecasts, must be made in the CLEC's collocation application. Installation intervals will be consistent with the collocation intervals for the applicable state. 5.1.2.1.2 Forecast Penalties: Forecasts will be non-binding on both ILECs and CLECs. As such, SBC-12STATE will not face liability from failure to provision facilities if the cause is simply its reliance on non-binding forecasts. 5.1.2.2 Splitter provisioning will use standard SBC configuration cabling	at a time and shelf at a time. SWBT also agreed to allow CLECs to provide their own splitters. Therefore if SWBT's line at a time option does not meet a CLEC's needs, they may opt to install their own splitters. CLEC recommended language ignores the recent D.C. Circuit Court of Appeals ruling upholding ILEC's ability to determine where it places its equipment.

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			and wiring in SBC-12 STATE locations. Connecting Block layouts will reflect standard recognizable arrangements and be wired out in contiguous 100 pair complements, and numbered 1-96. All arrangements must be consistent with SBC-12 STATE's Operational Support Systems ("OSS"). 5.1.2.3 Splitter technology will adhere to established industry standards for technical, test access, common size, configurations and shelf arrangements. 5.1.2.4 All SBC-owned splitter equipment will be compliant with applicable national standards and NEBS Level 1. 5.1.2.5	

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			When an end-user disconnects SBC's POTS service, SBC will advise the end user to also notify their data CLEC. SBC will also notify CLEC of the disconnect and will reconfigure the loop to remove the splitter in order to conserve the splitter ports for future line sharing orders. CLEC shall pay a nonrecurring charge for any such reconfiguration. The loop reconfiguration will result in temporary downtime of the loop as the splitter is removed from the circuit. Upon request of either Party, the Parties shall meet to negotiate terms for such notification and disconnection. 5.1.2.6 SBC retains the sole right to select SBC-owned splitter equipment and installation vendors. **Schlackman at 8-9, 20-21; Meyer at 6.**	
2. Should SWBT be required to	***(Covad/Rhythms)***	***(Covad/Rhythms)***	***(SWBT)***	***(SWBT)***

JOINT MATRIX
INTERIM LINE SHARING – DECISION POINT LIST

DOCKET NOS. 22168 AND 22469

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
provide a menu of three splitter network configurations to address CLECs' differing business needs?	§V.B.1.(a)(i),(ii),(iii) [Splitter menu] CLEC must obtain access to a voice and data splitter in order to utilize Line Sharing. 1. Splitters. (a) The Parties agree that CLEC may obtain access to the voice and data splitter via any of the following three scenarios. The Parties further agree that CLEC will choose, at its sole option and discretion, which of these three scenarios it will use at each particular serving wire center. (i) Splitter Located in the Collocation Arrangement of CLEC (depicted in Figure 1). CLEC may choose to obtain the splitter directly and place the splitter in its collocation arrangement. CLEC shall purchase and own the splitter. In this scenario, both the non-CLEC voice traffic and the CLEC-provided High Bandwidth Services will arrive at the CLEC collocation arrangement via a tie	Yes. For line sharing over home-run copper, DSL CLECs propose a menu of three splitter configurations to address CLECs' differing business needs: (1) CLEC-owned splitter collocated in CLEC's collocation space; (2) ILEC-owned splitter collocated in a central office common area; and (3) ILEC-owned splitter collocated adjacent to the distribution frame. The FCC's Line-Sharing Order anticipated these differences, noting that either the ILEC or a competitive carrier could own the splitter used for line sharing. (Line-Sharing Order ¶¶ 76-79.) All three configurations are presumptively technically feasible under the FCC's *Advanced Services Order* because they previously have been deployed by other ILECs. Each CLEC should be able to choose among these options on an individual central office basis. Only with such flexibility will each CLEC be able to implement its individualized business plan to	No. See responses to issues in Number 1 (above). **Schlackman at 8-14.** ++++++++ ***(GTE)*** Covad's language does not have a GTE equivalent, because the interim process does not require the "menu" demanded by Covad.	No. Scenario (i) – SWBT agrees that a CLEC may provide its own splitter and place it in its collocation arrangement. As stated earlier, when the CLEC owns the splitter and wishes to line share with SWBT, it will be responsible for providing collocation cabling from its splitter to the IDF to deliver voice traffic to SWBT. Scenario (ii) – If the CLEC owns the splitter, it shall place its splitters anywhere within its collocation arrangement. If its splitters are physically collocated, the CLEC will have access to perform any needed repair and maintenance work. If SWBT owns the splitter, it plans to place its splitters in a secured common area accessible by CLECs for testing purposes.

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
	cable obtained from SWBT/GTE. At the collocation arrangement, the tie cable will terminate at the splitter, which will separate the voice traffic and the High Frequency traffic. CLEC will retain the High Frequency traffic. SWBT/GTE shall be responsible for providing the tie cable required to interconnect with CLEC at the splitter in order to receive the voice traffic. (ii) Splitter Located in an Area of the Serving Wire Center Outside of CLEC's Collocation Arrangement, But Accessible to CLEC (depicted in Figure 2). CLEC may choose to have the splitter placed in a common area in the serving wire center, to which CLEC has access. In this scenario, CLEC shall receive its High Frequency traffic via a tie cable obtained from SWBT/GTE, running from the Main Distribution Frame to the splitter and then from the splitter to the CLEC's collocation arrangement. SWBT/GTE shall be responsible for providing the tie cable	provide advanced services to Texas consumers on a widespread basis. ++++++++ ***(IP/NPT)*** Yes. Options will provide the flexibility that is necessary for CLECs to evolve business strategies. **Gentry at 38.**		Where SWBT owns the splitter, it will provide CLECs use of the splitter on a line at a time basis. SWBT will provide all maintenance and repair on SWBT-owned splitters. Scenario (iii) – CLECs may choose to lease SWBT's splitters via the line at a time option, or they may opt to provide their own splitters in their collocation space. SWBT is not agreeable to CLECs' purchasing splitters and transferring to SWBT for installation in its space, except as provided in SWBT's virtual collocation tariff. As stated earlier, collocation cabling to and from the virtually collocated splitter is the responsibility of the CLEC. In the context of line sharing, the

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	required to interconnect with CLEC at the splitter in order to receive the voice traffic. CLEC will determine whether it will own the splitter, or will require SWBT/GTE to own and obtain the splitter. If SWBT/GTE owns the splitter, CLEC may obtain the splitter functionality, at its option, on an individual "port-at-a-time" basis, or "shelf at a time" basis. CLEC shall have access to the splitter in the common area. If CLEC owns the splitter, CLEC shall have the right to perform repair and maintenance work (as detailed further below in Section VIII of this Attachment) on the splitter. (iii) Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by SWBT/GTE (depicted in Figure 3). CLEC may choose to have SWBT/GTE own and obtain the splitter (either from a third party vendor or from CLEC) and locate the splitter in an area in the serving wire center to which CLEC does not have access (e.g., on or adjacent to the			FCC has not even suggested that CLECs should be able to pick and choose where SWBT locates splitters it voluntarily offers to CLECs. Here, the CLECs are asking this Commission to go beyond what the D.C. Circuit has concluded the FCC could not do in its collocation order; the CLECs want to dictate the type of splitter SWBT should own and where that splitter will be located on SWBT's property. The request is without legal basis and should be rejected. ++++++++ *(GTE)* No. On an interim basis, the inquiry is expedited entry into the market; not provision of access method-types, including two which requires substantial initial investment by the ILEC (through the purchase of splitters), which it cannot even guaranteed will be recouped. The FTA contemplates an orderly process of negotiation

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
	Main Distribution Frame). In this scenario, CLEC may obtain the splitter functionality, at its option, on an individual "port-at-a-time" basis, or "shelf at a time" basis. SWBT/GTE shall perform all maintenance and repair work (as detailed further below in Section VIII of this Attachment). CLEC shall receive its High Frequency traffic via a tie cable obtained from SWBT/GTE, running from the Main Distribution Frame to the splitter and then from the splitter to CLEC's collocation arrangement. SWBT/GTE shall be responsible for providing the tie cable required to interconnect with CLEC at the splitter in order to receive the voice traffic. **Bonney at 4;** **Donovan Q&A 20, 32;** **Zulevic at 5 – 18;** **Moya at 3, 13.** ***			and arbitration; the present interim process provides a limited detour from that policy, not its wholesale abandonment.
3. If an ILEC owns the splitter, should it be required to provide splitter functionality in line increments and shelf	***(Covad/Rhythms)*** §V.B.1.(a)(ii)(iii) [Splitter menu] (ii) Splitter Located in an Area of the	***(Covad/Rhythms)*** Yes. Providing splitter functionality in line increments and in shelf increments is technically feasible	***(SWBT)*** **See SWBT contract language provided above.**	***(SWBT)*** SWBT's decision to provide splitters was in response to CLEC requests in the

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
Increments, at the option of the CLEC?	Serving Wire Center Outside of CLEC's Collocation Arrangement, But Accessible to CLEC (depicted in Figure 2). CLEC may choose to have the splitter placed in a common area in the serving wire center, to which CLEC has access. In this scenario, CLEC shall receive its High Frequency traffic via a tie cable obtained from SWBT/GTE, running from the Main Distribution Frame to the splitter and then from the splitter to the CLEC's collocation arrangement. SWBT/ GTE shall be responsible for providing the tie cable required to interconnect with CLEC at the splitter in order to receive the voice traffic. CLEC will determine whether it will own the splitter, or will require SWBT/GTE to own and obtain the splitter. If SWBT/GTE owns the splitter, CLEC may obtain the splitter functionality, at its option, on an individual "port-at-a-time" basis, or "shelf at a time" basis. CLEC shall have access to the splitter in the common area. If CLEC owns the splitter, CLEC shall have	and would allow CLECs to purchase only the amount of splitter space they need, encouraging efficient use of splitter functionality and collocation space. In the ILEC-owned splitter configurations, providing splitter functionality in shelf increments allows CLECs to perform capacity management for themselves, eliminating the need for forecasts. ++++++++ ***(IP/NPT)*** Yes. See IP/NPT's rationale in Issue No. 2. **Gentry at 39.**	**Schlackman at 9, 10-14.** ++++++++ ***(GTE)***	collaborative process and was a voluntary decision since the FCC allows, but does not require SWBT to own splitters. SWBT explained to CLECs at that time that it would offer only one option when it owned the splitters due to the complexities and system impacts of trying to deploy multiple options. SWBT adopted the line at a time method for using its splitters based on the majority of CLECs' desires. SWBT's systems and processes do not allow it to offer both line at a time and shelf at a time. SWBT also agreed to allow CLECs to provide their own splitters. Therefore if SWBT's line at a time option does not meet a CLEC's needs, they may opt to install their own splitters. ++++++++

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
	the right to perform repair and maintenance work (as detailed further below in Section VIII of this Attachment) on the splitter. (iii) Splitter Located in an Area of the Serving Wire Center Controlled Exclusively by SWBT/GTE (depicted in Figure 3). CLEC may choose to have SWBT/GTE own and obtain the splitter (either from a third party vendor or from CLEC) and locate the splitter in an area in the serving wire center to which CLEC does not have access (e.g., on or adjacent to the Main Distribution Frame). In this scenario, CLEC may obtain the splitter functionality, at its option, on an individual "port-at-a-time" basis, or "shelf at a time" basis. SWBT/GTE shall perform all maintenance and repair work (as detailed further below in Section VIII of this Attachment). CLEC shall receive its High Frequency traffic via a tie cable obtained from SWBT/GTE, running from the Main Distribution Frame to the splitter and then from the splitter			*(GTE)* GTE accedes to the request to provide splitters on a line-increment basis. Shelf-at-a-time, however, is inefficient, easily substituted for by the CLEC's *owning* the splitter, and not required by the Line Sharing Order.

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	to CLEC's collocation arrangement. SWBT/GTE shall be responsible for providing the tie cable required to interconnect with CLEC at the splitter in order to receive the voice traffic. **Donovan Q/A 20;** **Zulevic at 8, 11, 13 – 15;** **Moya at 4, 14 – 15.**			
4. ***(Covad/Rhythms)*** **Should SWBT be required to provision the Line Sharing UNE during the interim period according to the following intervals:** **June 6 – September 6, 2000: ILEC provisions the Line Sharing UNE within 3 business days for loops that do not require de-conditioning, 5 business days for loops that require de-conditioning.** **September 7 – December 7, 2000: ILEC provisions the Line Sharing UNE within 2 business days for loops that do not require de-conditioning, 4 business days for loops that**	***(Covad/Rhythms)*** §VII.A. [Intervals] SWBT/GTE shall complete the provisioning and installation of HBLS UNEs using Home Run Copper configurations according to the following interval schedule: (i) HBLS UNEs ordered between June 6, 2000 and September 6, 2000 shall be completed within three (3) business days of SWBT/GTE receiving an order from CLEC; (ii) HBLS UNEs ordered between September 7, 2000 and December 7, 2000 shall be completed within two (2) business days of SWBT/GTE receiving an order from CLEC; and (iii) HBLS UNEs ordered after December 7,	***(Covad/Rhythms)*** The provisioning interval for the Line-Sharing UNE should be significantly shorter than the intervals applicable to standard xDSL-capable loops because SWBT already has provisioned the loop used for the Line-Sharing UNE to the customer premises. The only physical work required for the provisioning of a line shared loop is wiring the splitter into the existing service, which involves removing one cross-connect and replacing it with two new cross-connects. This process should easily be accomplished in a matter of minutes. No additional time or work is necessary. Line sharing	***(SWBT)*** 7.3 The provisioning intervals are applicable to the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals. 7.3.1 The provisioning and installation interval for HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only possible solution to provide the HFPL), on orders for 1-20 loops per	***(SWBT)*** CLECs are incorrect when stating provisioning intervals are shorter because line sharing uses the loop provisioned to provide voice service to an end user. Line Sharing requires DSL-capable loops, not voice-grade loops. As such, SBC must provision a new DSL-capable loop, sometimes including conditioning, when the existing loop is not DSL-capable. SWBT proposes intervals as adopted by the Commission in the Covad and Rhythms arbitration for DSL-capable loops. Where no conditioning is requested, the provisioning and installation interval

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require de-conditioning. **After December 7, 2000: ILEC provisions the Line Sharing UNE within 24 hours for loops that do not require de-conditioning and within 3 business days for loops that require de-conditioning.** ***(SWBT)*** **What is the appropriate interval for provisioning the Line-Sharing UNE?**	2000 shall be completed within one (1) business day of SWBT/GTE receiving an order from CLEC. This interval shall include the cooperative acceptance testing in subsection VII.D below. **Bonney at 4;** **Donovan Q/A 26;** **Zulevic at 21 – 22;** **Moya at 4, 14, 16.**	does not require any work to be performed outside of the central office and the existing customer telephone number and cable pair are both reused. DSL CLECs, therefore, propose a staggered provisioning interval for the Line-Sharing UNE. ++++++++ ***(IP/NPT)*** Agrees with Rhythms/Covad position on this issue. SWBT should be able to provision line sharing orders at a shorter interval than a stand alone loop because no field work is required. **Gentry at 39.**	order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services, or its affiliate's, whichever is less. 7.3.2 The provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services or to its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user	for orders of 1-20 loops per order or per end-user location should be the lesser of five business days or at parity with the service interval provided to SWBT's affiliate. For orders of 1-20 loops per order or per end-user location where conditioning is requested, the provisioning and installation interval should be the lesser of ten business days or at parity with the service intervals provided to SWBT's affiliate. For orders of more than 20 loops per order or per end user location, where no conditioning is requested, the provisioning and installation interval should be fifteen business days or as agreed by the parties. Orders of more than twenty loops per order or per end user location where conditioning is requested shall have a provisioning and installation interval as agreed to by the parties. These intervals are entirely reasonable based on the amount of work required to

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply. 7.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply. 7.3.4	provision and install the HFPL UNE. Further, SWBT's proposed language offers the CLECs provisioning and installation parity with ASI, SWBT's affiliate that will provide xDSL service, which is consistent with the *Line Sharing Order* (para. 107). ++++++++ ***(GTE)*** No. The standards proposed by the CLECs are neither consistent with the Line Sharing Order, nor cognizant of the *other* tasks which the technicians involved must perform (including their other collocation-related duties). The standard articulated by the FCC is a requirement that ILECs "fulfill requests for line sharing within the same interval the incumbent provision[s] xDSL to its own retail or wholesale customers, regardless of whether the incumbent uses an automated or manual process. *Id.* at ¶ 173. GTE will provision line

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance. 7.3.5 Subsequent to the initial order for the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.	sharing consistent with that standard: five business days for loops that do not require conditioning and eleven business days for loops that require such conditioning.

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			7.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in the Appendix Pricing. **Schlackman at 23-25.** ++++++++ ***(GTE)*** 2.9 Provisioning. GTE will work cooperatively with **CLEC to prioritize the order and timeframe in which GTE will complete deployment of POTS splitters and other equipment necessary to provision line sharing in GTE's offices where **CLEC is currently collocated or where collocation is in the process of being provisioned capable of supporting shared lines. After this Article becomes effective, for offices where **CLEC notifies	

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			GTE of its intent to deploy line sharing, it must provide a rolling six (6) month forecast of line sharing orders, which is updated every three (3) months. These forecasts will be utilized to assist the Parties in the more efficient provisioning of line sharing, but shall not be binding on either Party. These forecasts will be treated as confidential information pursuant to the Agreement and shall be used by GTE solely for wholesale capacity planning purposes. As soon as a central office has the splitter installed, GTE will begin accepting orders for lines served by that office. GTE will initially provision line sharing within its current standard DSL retail provisioning intervals for unconditioned (five (5) business days) and conditioned loops (eleven (11) business days). The Parties acknowledge that these intervals are subject to change based on systems mechanization, changes in Applicable Law	

DISPUTED ISSUES	CLEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	CLEC RATIONALE	ILEC PROPOSED CONTRACT LANGUAGE AND TESTIMONY CITATIONS	ILEC RATIONALE
			(including, without limitation new OSS requirements), order volumes and other agreed upon procedures that better facilitate line sharing, provided, however, that such intervals shall remain at parity with GTE's actual DSL retail provisioning intervals. **Boshier Testimony at 8-9.**	
	§VII.B. [Line and Station Transfers] Where CLEC requests SWBT/GTE to perform a line and station transfer as part of the order for an HBLS UNE using Home Run Copper, SWBT/GTE shall perform said line and station transfer. SWBT/GTE shall determine the manner in which it performs a line and station transfer. SWBT/GTE's need to perform a line and station transfer shall not impact the interval in which SWBT/GTE is to provision and install an HBLS UNE using Home Run Copper.		**7. PROVISIONING** 7.1 Provisioning: SBC-12STATE will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will assure guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SBC-12STATE beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates. On loops where CLECs have requested that	SWBT does not recognize the concept of "home run" copper in the context of line sharing; not a term used in the FCC Order. However, SWBT intends to perform line and station transfers utilizing the provisioning intervals in section 7, depending on the quantum of loops to be provisioned and whether conditioning is required. The work required for a line and station transfer is about the same amount as required for provisioning and installation of the line sharing UNE. Therefore, the same intervals are reasonable, including

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			no conditioning be performed, SBC-12STATE's maintenance will be limited to verifying loop suitability based on POTS design. For loops having had partial or extensive conditioning performed at CLEC's request, SBC-12STATE will verify continuity, the completion of all requested conditioning, and will repair at no charge to CLEC any gross defects which would be unacceptable based on current POTS design criteria and which do not result from the loop's modified design. For loops less than 12,000 feet, SBC-12STATE will remove load coils, repeaters, and excessive bridged tap at no charge to CLEC. 7.2 Subject to Section 6.4.4 above, CLEC shall designate, at the CLEC's sole option, what loop conditioning SBC-12STATE is to perform in provisioning the xDSL loop(s), subloop(s), or HFPL on the	parity with a line and station transfer for an ILEC's own customer, or that provided to a corporate affiliate.

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			loop order. Conditioning may be ordered on loop(s), subloop(s), or HFPL of any length at the Loop conditioning rates set forth in the Appendix Pricing. The loop, subloop, or HFPL will be provisioned to meet the basic metallic and electrical characteristics such as electrical conductivity and capacitive and resistive balance. 7.3 The provisioning intervals are applicable to the HFPL regardless of the loop length. The Parties will meet to negotiate and agree upon subloop provisioning intervals. 7.3.1 The provisioning and installation interval for HFPL, where no conditioning is requested (including outside plant rearrangements that involve moving a working service to an alternate pair as the only	

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			possible solution to provide the HFPL), on orders for 1-20 loops per order or per end-user location, will be 5 business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services, or its affiliate's, whichever is less. 7.3.2 The provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services or to its affiliate's xDSL-based services where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC's end user customer release of the voice	

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			grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply. 7.3.3 Orders for more than 20 loops per order or per end user location, where no conditioning is requested will have a provisioning and installation interval of 15 business days, or as agreed upon by the Parties. For HFPL orders, intervals are contingent upon end user release during normal working hours. In the event the CLEC's end user customers require conditioning during non-working hours, the due date may be adjusted consistent with end user release of circuit and out-of-hours charges may apply.	

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			7.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance. 7.3.5 Subsequent to the initial order for the HFPL, additional conditioning may be requested on such loop(s) at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this	

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			subsection will be the same as set forth above. 7.4 The CLEC, at its sole option, may request shielded cross-connects for central office wiring for use with 2-wire xDSL loop or HFPL when used to provision ADSL over a DSL-capable Loop or HFPL provided for herein at the rates set forth in the Appendix Pricing.	
	§VII.C. [De-conditioning] Where requested by CLEC to perform de-conditioning (*i.e.*, removal of any of the impediments identified in the pre-ordering section above, including without limitation load coils and bridged taps) of an HBLS UNE, SWBT/GTE shall perform said de-conditioning. Performance of any CLEC-requested de-conditioning shall extend the provisioning and installation interval by an additional 2 business days. This interval shall		7.3.2 The provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services or to its affiliate's xDSL-based services	***(SWBT)*** The provisioning and installation intervals for the HFPL where conditioning is requested or outside plant rearrangements are necessary, as defined above, on orders for 1-20 loops per order or per end-user customer location, will be ten (10) business days, or the provisioning and installation interval applicable to SBC-12STATE's tariffed xDSL-based services or to its affiliate's xDSL-based services

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	include the cooperative acceptance testing in subsection VII.D below. SWBT/GTE may not charge CLEC for de-conditioning. **Donovan Q&A 13-16.**		where conditioning is required, whichever is less. For HFPL orders, intervals are contingent upon the CLEC's end user customer release of the voice grade circuit during normal working hours. In the event the end user customer should require conditioning during non-working hours, the due date may be adjusted consistent with end user release of the voice grade circuit and out-of-hours charges may apply. 7.3.4 Orders for more than 20 loops per order which require conditioning will have a provisioning and installation interval agreed by the parties in each instance. 7.3.5 Subsequent to the initial order for the HFPL, additional conditioning may be requested on such loop(s)	where conditioning is required, whichever is less. Orders of more than twenty loops per order or per end user location where conditioning is requested shall have a provisioning and installation interval as agreed to by the parties. These intervals are entirely reasonable based on the amount of work required to provision and install the HFPL UNE. Further, SWBT's proposed language offers the CLECs provisioning and installation parity with ASI, SWBT's affiliate that will provide xDSL service, which is consistent with the *Line Sharing Order* (para. 107).

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			at the rates set forth in the Appendix Pricing and the applicable service order charges will apply; provided, however, when requests to add or modify conditioning are received for a pending HFPL order(s), no additional service order charges shall be assessed, but the due date may be adjusted if necessary to meet standard provisioning intervals. The provisioning interval for additional requests for conditioning pursuant to this subsection will be the same as set forth above.	
	§VII.D. [Cooperative Acceptance Testing] SWBT/GTE shall not consider installation of an HBLS UNE provided over Home Run Copper to be complete until CLEC has affirmatively accepted the HBLS UNE. SWBT/GTE shall test the HBLS UNE for copper continuity and for pair balance prior to completing the installation. Once SWBT/GTE	***(Covad/Rhythms)*** Installation of a Line Sharing UNE shall not be considered complete until the CLEC affirmatively accepts the loop. CLECs have had significant problems with stand alone UNE loops that were not provisioned properly by ILECs, even though ILECs had supposedly successfully tested such loops before turnover. Such problems are likely to continue in a line		***(SWBT)*** Holding order completion of a line shared DSL capable loop until a CLEC affirmatively accepts it would eliminate SWBT's ability to control when an order completes and would tend to extend the provisioning interval. Additionally, if such a change were made, modifications to the performance measurement business rules would need to be made in order to

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	completes such testing and obtains passing results, SWBT/GTE shall inform CLEC that SWBT/GTE believes the installation has been properly performed. At this point, CLEC shall either accept the line without conducting its own testing, or shall conduct its own test of the HBLS UNE. If CLEC conducts its own testing and the results demonstrate that the HBLS UNE is capable of being used to provide High Bandwidth Services, CLEC shall accept the HBLS UNE from SWBT/GTE. If CLEC conducts its own testing and the results demonstrate that the HBLS UNE is not capable of being used to provide High Bandwidth Services, CLEC may refuse to accept the line, and may instead open a trouble ticket. Such a trouble ticket shall not be placed in the general population of maintenance and repair trouble tickets, but rather shall remain an installation problem. Until SWBT/GTE cures the problem(s) with the HBLS UNE (or until	sharing environment.		exclude these orders which are beyond the control of SWBT. Timely closing of order ensures downstream systems are updated appropriately. In cases where no field work is required, it is not feasible to keep the service orders opened as SBC's OSS automatically closes "POTS-flow" orders when no field work required. Even CLEC proposed language recommends process require "trouble tickets", which SWBT believes to be consistent with DSL practices utilized today.. Acceptance testing without trouble ticket creates situations where technicians may be attempting to work multiple tickets (orders left open due to CLEC proposal and new CLEC/ILEC orders), thereby creating additional issues.

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	SWBT/GTE and CLEC collectively agree that the problem(s) lies with the CLEC's equipment or facilities, including any customer premises equipment), the installation will be deemed by the Parties to be an incomplete, failed installation.			In instances where trouble is identified by CLEC, most trouble tickets will flow to same employee who performed initial work, thereby allowing that employee to learn from past mistakes. SBC-12STATE will not guarantee that the local loop(s) ordered will perform as desired by CLEC for xDSL-based, HFPL, or other advanced services, but will assure guarantee basic metallic loop parameters, including continuity and pair balance. CLEC-requested testing by SBC-12STATE beyond these parameters will be billed on a time and materials basis at the applicable tariffed rates.
	§VI.A. [Pre-ordering] 1. During pre-ordering, SWBT/GTE shall provide CLEC with nondiscriminatory access to Loop Makeup Information that identifies the physical attributes or characteristics of each loop. Such Loop Makeup Information includes,	***(Covad/Rhythms)*** During pre-ordering, the CLCs should have both electronic and manual access to ILECs' OSS that contain Loop Makeup Information (including the ILEC's databases such as LFACS and TIRKS), so that CLCs may access Loop Makeup Information directly and	**6. OPERATIONAL SUPPORT SYSTEMS: LOOP MAKEUP INFORMATION AND ORDERING** 6.1 General: SBC-12STATE will provide CLEC with nondiscriminatory access by	***(SWBT)***

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	but is not limited to, the following: (a) The composition of the available loop material (including without limitation fiber optics and copper); (b) The existence, location and type of electronic or other equipment on the loop (including without limitation DLC or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair gain devices, repeaters, remote switching units, range extenders, AMI T-1s in the same or adjacent binder groups, and other similar impediments); (c) Loop length, including the segment length and location of each type of transmission media; (d) Loop length by wire gauge; (e) The electrical parameters of the loop; and (f) The availability of alternative facilities. 2. SWBT/GTE shall provide CLEC with both electronic and manual access to its Operations Support Systems, including without limitation	make their own determinations as to whether a particular loop is suitable for the services that the CLC intend to provide over the loop. CLCs should also be able to access any Loop Makeup Information that either currently exists, or is being—or can be developed in the future—anywhere within the ILEC's OSS, and that can be accessed by any of ILEC's personnel. Only when a CLC is able to access such information will ILECs be complying with their FCC UNE Remand Order and FCC Line Sharing Order obligations and will a CLC be able to determine the type of service it will provide to a customer when that customer is on the line. CLC's must have access to such pre-ordering functionalities no later than June 6, 2000. Deferring to other proceedings or processes as Pacific and GTEC suggest will only delay implementation of the OSS necessary to support commercially scalable ordering of line sharing	electronic or manual means, to its loop makeup information set forth in SBC-12STATE's Plan of Record. In the interim, loop makeup data will be provided as set forth below. In accordance with the FCC's UNE Remand Order, CLEC will be given nondiscriminatory access to the same loop makeup information that SBC-12STATE is providing any other CLEC and/or SBC-12STATE's retail operations or its advanced services affiliate. 6.2 Loop Pre-Qualification: Subject to 6.1 above, SBC-12STATE's pre-qual will provide a near-real time response to CLEC queries. Until replaced with OSS access as provided in 6.1, SBC-12STATE will provide	

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	its engineering records, outside plant databases (such as the Loop Facility Assignment Control System ("LFACS") and Trunk Inventory and Record Keeping System ("TIRKS")) and other systems containing Loop Makeup Information, so that CLEC may access such Loop Makeup Information directly and make its own determinations about whether a particular loop is suitable for the services that CLEC intends to provide over the loop. Consistent with SWBT/GTE's non-discrimination obligations, SWBT/ GTE shall provide Loop Makeup Information based on, *e.g.*, the individual telephone number or address of an end-user in a particular wire center or NXX code, or on any other basis that SWBT/GTE maintains access to such information or provides such information to itself, to any of its Affiliates, to any of its employees, contractors or subcontractors, or to any other party. B. SWBT/GTE shall enable CLEC to	well beyond June 6, 2000.	mechanized access to a loop length indicator via Verigate and DataGate in regions where Verigate/DataGate are generally available for use with xDSL-based, HFPL, or other advanced services. The loop length is an indication of the approximate loop length, based on a 26-gauge equivalent and is calculated on the basis of Distribution Area distance from the central office. This is an optional service to the CLEC and is available at no charge. 6.3 Loop Qualification: Subject to 6.1 above, SBC-12STATE will develop and deploy enhancements to its existing DataGate and EDI interfaces that will allow	

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	perform all pre-ordering functions, including accessing all available systems and databases containing Loop Makeup Information, via a real-time, electronic interface no later than June 6, 2000. Until such time as said electronic interface is made available to CLEC by SWBT/GTE, SWBT/GTE shall enable CLEC to perform all pre-ordering functions via a Web GUI. The charge for Web GUI-based access shall be the interim charge of $0.10 for access to loop makeup information specified in the Interconnection Agreement. **Bonney at 2;** **Donovan Q&A 27.**		CLECs, as well as SBC-12STATE's retail operations or its advanced services affiliate, to have near real time electronic access as a preordering function to the loop makeup information. As more particularly described below, this loop makeup information will be categorized by three separate pricing elements: mechanized, manual, and detailed manual. 6.3.1 Mechanized loop qualification includes data that is available electronically and provided via an electronic system. Electronic access to loop makeup data through the OSS enhancements described in 6.1 above will return information in all fields described in SBC's	

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			Plan of Record when such information is contained in SBC-12STATEs electronic databases. CLEC will be billed a mechanized loop qualification charge for each xDSL capable loop ordered at the rates set forth in Appendix Pricing. 6.3.2 Manual loop qualification requires the manual look-up of data that is not contained in an electronic database. Manual loop makeup data includes the following: (a) the actual loop length; (b) the length by gauge; (c) the presence of repeaters, load coils, bridged taps; and shall include, if noted on the individual loop record, (d) the total length of bridged taps; (e) the presence of pair gain devices, DLC, and/or DAML, and (f) the	